MIOSHA Michigan Occupational Safety and Health Administration (MIOSHA) Department of Labor and Economic Opportunity (LEO) DOCUMENT IDENTIFIER: MIOSHA-ADM-04-1R5 AGENCY INSTRUCTION DATE: February 5, 2021

SUBJECT: Partnerships for Worker Safety and Health

- I. Purpose. This instruction establishes agency policy for the development, approval, and implementation of Michigan Occupational Safety and Health Administration (MIOSHA) partnerships for worker safety and health.
- II. Scope. This instruction applies agency-wide.
- III. References.
 - A. Agency Instruction MIOSHA-ADM-06-8, <u>Coordination of Enforcement and Consultation Interventions</u>, as amended.
 - B. Agency Instruction MIOSHA-COM-04-1, <u>Multi-Employer Work Sites</u>, as amended.
 - C. Agency Instruction MIOSHA-SHMS-12-1 MIOSHA <u>Safety and Health</u> <u>Management System</u> (SHMS), as amended.
 - D. Division Instruction CET-ADM-09-1 <u>Onsite Consultation Program Policies and Procedures Manual</u>, as amended.
 - E. Division Instruction CET-ADM-13-1 <u>Consultation Education and Training (CET)</u> <u>Division Operations Manual</u>, as amended.
 - F. Division Instruction CSHD-COM-14-1, Focused Inspections, as amended.
 - G. <u>Michigan Occupational Safety and Health Act</u>, R408.1001 et seq., P.A. 154 of 1974, as amended.
 - H. MIOSHA Field Operations Manual (FOM), as amended.
 - I. MIOSHA Strategic Plan Goals 2019-2023.
 - J. OSHA Instruction CPL 02-00-025, January 4, 1995, <u>Scheduling System for Programmed Inspections</u>.
 - K. OSHA Instruction, CSP 03-02-003, November 6, 2013, <u>OSHA Strategic</u> Partnership Program for Worker Safety and Health.
 - L. OSHA Publication, <u>Recommended Practices for Safety and Health Programs</u>, October 2016.
 - M. OSHA Publication, Recommended Practices for Safety and Health Programs in Construction, October 2016.
- IV. Distribution. MIOSHA Staff; Federal OSHA; S-drive Accessible; MIOSHA Messenger; and Internet Accessible.
- V. Cancellations. All previous versions of this agency instruction.

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- VI. Next Review Date. This instruction will be reviewed in five years from the date of issuance.
- VII. History. History of previous versions includes:

MIOSHA-ADM-04-1R4, September 2, 2015 MIOSHA-ADM-04-1R3, April 30, 2013 MIOSHA-ADM-04-1R2, December 15, 2009 MIOSHA-ADM-04-1R1, June 24, 2005 MIOSHA-ADM-04-1, May 14, 2004

- VIII. Contact. <u>Lawrence Hidalgo, Jr.</u>, Division Director, Construction Safety and Health Division (CSHD); <u>Nella Davis-Ray</u>, Division Director, Consultation Education and Training (CET) Division; and <u>Adrian Rocskay</u>, Division Director, General Industry Safety and Health Division (GISHD)
- IX. Originator. Barton G. Pickelman, CIH, Director
- X. Background. Since the creation of the partnership program in 2004, MIOSHA has entered into a number of partnership agreements with organizations and employers. These efforts have been designed to increase MIOSHA's impact on worker safety and health, and at the same time, help MIOSHA expand the options for working with employers by providing a partnership option. Employer groups, labor organizations, individual employers, and employees with their representatives committed to developing and implementing a comprehensive safety and health management system may find a partnership with MIOSHA an effective strategy in reducing fatalities, injuries, and illnesses. A partnership may also include other stakeholders as appropriate.

Experience with partnership projects has also revealed a desire for greater consistency and formalization so that agency-wide needs and objectives may be met. In general, partnerships are voluntary, cooperative relationships between MIOSHA and others. Partnerships aim to achieve a significant and measurable reduction in workplace fatalities, injuries, and illnesses. To assist employers with understanding partnerships, MIOSHA CET established a webpage link to a document titled "Frequently Asked Questions and Answers" related to MIOSHA Partnerships for Worker Safety and Health.

MIOSHA recognizes that its other cooperative programs (e.g., Michigan Voluntary Protection Program (MVPP), Michigan Safety and Health Achievement Recognition Program (MSHARP), Michigan Challenge Program, CET awards, and the Alliance program) provide private and public sector industries opportunities to participate in these innovative programs. Each of these programs has specific guidelines, criteria, and instructions for implementation that require trust and cooperation. These programs, including partnerships, provide an opportunity for organizations to work closely with MIOSHA, learn from one another, and gain recognition for their efforts.

XI. Significant Changes.

A. Updated References <u>Section III</u>. by adding Agency Instruction <u>Coordination of Enforcement and Consultation Interventions</u>, Agency Instruction <u>Multi-Employer Work Sites</u>, Division Instruction <u>Onsite Consultation Program Policies and</u>

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Procedures Manual, Division Instruction Consultation Education and Training (CET) Division Operations Manual, OSHA Instruction OSHA Strategic
Partnership Program for Worker Safety and Health, CSP 03-02-003, OSHA
Publication Recommended Practices for Safety and Health Programs, and OSHA
Publication Recommended Practices for Safety and Health Programs in Construction.

- B. Updated Definitions, Section XII.
 - 1. The following definitions were added: controlling contractor, partnership team, supporting partners, sunset provision, and termination.
 - 2. The following definitions had their name changed: agency partnership champion (formerly division partnership administrator), division lead (formerly division partnership manager), leveraging (formerly MIOSHA leveraging), advantages (formerly MIOSHA advantages), annual evaluation report (formerly MIOSHA partnership evaluation report), and site lead (formerly partnership lead).
 - 3. The following definitions were updated: agency partnership champion, annual evaluation, division lead, level 3 partnership, and safety and health management system.
- C. Added <u>Section XIII</u>., Overview of Partnerships.
- D. Added Section XIV., Current Partnerships and Compliance with this instruction.
- E. <u>Section XV</u>. Steps towards partnership were formerly listed under "Partnership Procedures for MIOSHA Staff."
- F. <u>Section XV</u>. Steps towards partnership list was changed to provide further direction and consistency for the establishment of a partnership agreement. This is also to assist both the interested employer and MIOSHA staff the steps involved.
- G. Changed <u>Section XVI</u>., to rename Core Elements to Elements Required for a Partnership Agreement.
- H. Updated <u>Section XVI</u>., Elements Required for a Partnership Agreement, with the following:
 - 1. Identification of Partners was updated. This also incorporated the role of a stakeholder which was formerly identified as, "Stakeholder Involvement" and removed from this instruction.
 - 2. Purpose/Scope was added to provide structure to the intent of the Partnership Agreement.
 - 3. Safety and Health Management System was updated to provide an emphasis placed on the effectiveness of an employer's SHMS during a Partnership. Also updated were the OSHA and MIOSHA publications on the topic.

- 4. Worker Involvement was changed from what was formerly titled, "Employee Involvement and Employee Rights."
- 5. Worker Involvement was updated to remove the examples listed in the former instruction.
- 6. Performance Measurement System was changed from what was formerly titled, "Measurement System."
- 7. Performance Measurement System was updated to remove the listed requirements of the measurement system. These requirements are incorporated into the instruction.
- 8. Annual Evaluation was changed from what was formerly titled, "Partnership Evaluations."
- 9. Annual Evaluations was changed to explain what a partnering General Contractor or Host Employer (GC/HE) is to submit.
- 10. Verifications was updated. Verifications is described in further detail in Section XVIII. Verification Procedures.
- 11. Advantages was changed from what was formerly titled, "MIOSHA Advantages."
- 12. Advantages was updated.
- 13. Partnership Management and Operation was changed from what was formerly titled, "Leveraging."
- 14. Partnership Management and Operation was updated.
- 15. Worker and Employer Rights was changed from what was formerly titled, "MIOSHA Inspections."
- 16. Worker and Employer Rights was updated.
- 17. Partnership Agreement Term was changed from what was formerly titled, "Termination."
- 18. Partnership Agreement Term was changed to establish the timeframe of the partnership agreement and if termination is to be applied.
- 19. Signatures was added to confirm an employers' commitment to the partnership.
- I. <u>Section XVII</u>. Partnership annual evaluations was added to establish the requirements from the (GC/HE) to MIOSHA.
- J. <u>Section XVIII</u>. Verification procedures was added to establish the methods MIOSHA will take to determine how the partnership is being managed.
- K. <u>Section XIX</u>. Partnership management and operations was added to establish the framework of how goals established in the partnership agreement will be met.

- L. <u>Section XX</u>. Quarterly meetings were added to provide direction and consistency to partnerships across the state.
- M. <u>Section XXI</u>. Conclusion of the MIOSHA partnership was added to provide direction and consistency to partnerships across the state at the end of a partnership.
- N. <u>Section XXII</u>. Termination of the MIOSHA partnership was added to provide direction in the event of termination of the partnership agreement from the GC/HE, signatory contractor, and/or MIOSHA.
- O. <u>Section XXIII</u>. Data collection was added to provide instruction as to the collection of information for MIOSHA staff assigned to the partnership.
- P. <u>Section XXIV</u>. Partnership miscellaneous was added to provide direction on issues that have arisen from previous partnership experiences.
- Q. <u>Section XXV</u>. Responsibilities of MIOSHA representatives involved with the partnership was added to provide MIOSHA staff direction with each respective role.
- R. <u>Section XXVI</u>. Responsibilities of supporting and signatory employers of the partnership was added to provide employers direction with each respective role.
- S. <u>Section XXVII</u>. Owner controlled insurance program (OCIP)/contractor-controlled insurance program (CCIP) involvement provides instruction when this scenario is encountered.
- T. <u>Section XXVIII</u>. Information collection and dissemination was added to inform employers what information is collected and how it may be distributed.
- U. <u>Appendix A</u>, MIOSHA partnership annual evaluation report, was updated. In the previous instruction this was found under Appendix F and titled, "MIOSHA Partnership Evaluation Report."
- V. <u>Appendix B</u>, Initial application was updated to combine the perspective employers' application and MIOSHA's screening process. The former version of this instruction labeled this as Appendix H, and it was labeled "Initial Screening Process."
- W. <u>Appendix C</u>, Partnership level determination guidance was created to assist employers when they are contemplating applying for a partnership.
- X. <u>Appendix D</u>, "Notification of a Potential Partnership" was formerly Appendix I in the previous version of this instruction.
- Y. <u>Appendix E</u>, Second application process was created to have consistency between the perspective employers' application, the MIOSHA division leads and the APC.
- Z. <u>Appendix F</u>, Level 1 partnership agreement was created to have a separate agreement template for employers who have determined a Level 1 partnership is suitable.

- AA. Appendix G, Level 2 and 3 partnership agreements were updated. The previous version of this instruction had the agreement formerly titled "Comprehensive Partnership Agreement for 'Name Partnership Project'" and formerly found in Appendix B.
- BB. <u>Appendix H</u>, Performance measures was previously Appendix C in the former version of this instruction.
- CC. <u>Appendix I</u>, MIOSHA partnership completion survey was repurposed from an online survey and is to be evaluated on a case-by-case basis on how to gather the information. This information was previously found in Appendix G in the former version of this instruction.
- DD. Appendix J, Sample close letter was updated with minor changes.
- EE. Appendix K, Sample termination letter was created in the event of a termination.
- FF. <u>Appendix L</u>, Sample monthly report was updated. In the previous version of this instruction, it was found under Appendix E.
- GG. From the previous version of this instruction, Appendix A, "Frequently Asked Questions and Answers" was removed. This document is located on the MIOSHA partnership website.
- HH. From the previous version of this instruction, Appendix D, "Summary of Core Elements" was removed.

XII. Definitions.

- A. **Advantages** means an alternative approach to traditional enforcement or provision of consultation education and training services included in a MIOSHA partnership. Alternative approaches may include focused inspections (construction only), use of protocols to guide inspection activity, outreach information, assistance during initial implementation phase of the partnership, priority consideration for CET services, and/or other innovations as identified.
- B. **Agency partnership champion (APC)** means the person designated to oversee the overall partnership program within MIOSHA. The APC is to work with the division lead, site lead, and executive secretary of the respective divisions to ensure the components of this procedure are being met.
- C. **Annual evaluation** means a yearly self-assessment to gauge the effectiveness of each partnership. This assessment is conducted using the MIOSHA Partnership Annual Evaluation Report (Reference <u>Appendix A</u>), which contains the minimum data necessary to evaluate the effectiveness of a partnership agreement. This evaluation is to be completed by the partnership employer that is the controlling contractor, typically a general contractor in construction settings, or the host employer in general industry settings.
- D. **Controlling contractor** means an employer who has general supervisory authority over the work site, including the power to correct safety and health violations itself or require others to correct them. Control can be established by

- contract or, in the absence of explicit contractual provisions, by the exercise of control in practice. (Reference <u>Multi-Employer Work Site Agency Instruction</u>)
- E. **Division lead** means the person designated by the respective MIOSHA division, GISHD, CSHD and CET, who is responsible for maintaining MIOSHA partnership information, applicable sections of this procedure, and data applicable for their division.
- F. **Focused inspection** means a limited scope inspection that focuses enforcement activity on identifying serious hazards. A focused inspection recognizes the efforts of the partnering employer(s) who have implemented an effective safety and health management system. Only MIOSHA construction partnerships may offer focused inspections.
- G. **Level 1 partnership** means a partnership that will benefit from enhanced training and assistance with their Safety and Health Management System (SHMS). Level 1 partnerships are typically assigned to CET as the division lead.
- H. **Level 2 partnership** means a partnership for employers with an effective SHMS. A SHMS is considered to be effective when 12 or more sub-elements are met. Level 2 partnerships can be assigned to either enforcement division.
- I. **Level 3 partnership** means a partnership reserved for employers who have demonstrated high levels of success in previous partnerships or equivalent projects. Typically, only one MIOSHA representative will be assigned to Level 3 partnerships. Level 3 partnerships can be assigned to either enforcement division or the CET division.
- J. Leveraging means a technique to increase the impact of the agency's activities on workplace safety and health without the need for MIOSHA to devote significant additional resources. The increased impact may involve reaching a greater number of employers and/or employees or achieving increased worker protection sooner than by other means. Whatever strategies are used, the ultimate goal of all leveraging activities must be a reduction in work-related fatalities, injuries, and illnesses. To the extent possible, partners are expected to participate in leveraging by, among other actions, sharing their experiences and successes with others.
- K. MIOSHA partnerships for worker safety and health means a strategy whereby MIOSHA enters an extended, voluntary cooperative relationship with others. Partnerships can be developed with an individual employer, employees, and/or their representatives. Partnerships can also be developed with a group of employers, employees, and/or their representatives. In addition to the employer(s) and their employees/representatives, a partnership may also include other stakeholders as appropriate. A partnership will encourage, assist, and recognize their efforts to eliminate serious hazards and achieve a high level of worker safety and health. A MIOSHA partnership aims to have a measurable, positive impact on workplace safety and health that goes beyond what historically has been achievable through traditional enforcement methods and through a focus on individual worksites.

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- L. **Partnership team** means a group of MIOSHA employees which consists of one enforcement safety officer (SO), one enforcement industrial hygienist (IH), one enforcement supervisory member, and one CET representative assigned to a partnership site. A team is to be established for each partnership site unless it is a Level 3 partnership.
- M. **Programmed inspection** means the enforcement inspections of worksites that have been scheduled based upon objective or neutral selection criteria. These worksites are selected according to scheduling plans for safety and health, state, or national emphases programs. Reference the <u>Field Operations Manual</u> (FOM), as amended.
- N. **Safety and Health Management System (SHMS)** means a systematic approach to managing safety and health activities by integrating occupational safety and health programs, policies, and objectives into organizational policies and procedures. The management system approach emphasizes a process for continuous improvement and systematic elimination of underlying reasons for deficiencies.
- O. **Site lead** means the individual that is the primary MIOSHA contact person for a partnership. The site lead role may be assigned to the manager, supervisor, SO, IH, or CET consultant on the partnership team.
- P. **Supporting partners** means the employer(s) who are signatory or non-signatory that participate in the partnership. This is typically the owner or host employer of the site.
- Q. **Sunset provision** means a date that specifies when the agreement automatically expires.
- R. **Termination** means if a signatory party withdraws from the partnership agreement.
- XIII. Overview of Partnerships. All partnership agreements are to be in writing. Priority for partnerships should be given to those programs that support MIOSHA's strategic plan and make the best use of agency resources. Partnerships can be developed with an individual employer, employees, and/or their representatives. Partnerships can also be developed with a group of employers, employees, and/or their representatives. In addition to the employer(s) and their employees/representatives, a partnership may also include other stakeholders as appropriate. These partnerships shall be in high-hazard workplaces or in workplaces with prevalent types of injuries and illnesses. MIOSHA may also partner with low-hazard establishments if the agency finds it will have a significant impact on the reduction of injuries and illnesses.
- XIV. Current Partnerships and Compliance with this Instruction. Current partnerships active on or before the published date of this instruction need not amend their agreements. Partnerships established or renewed after the date of this instruction must meet the requirements of this procedure at the time of partnership approval or renewal.

XV. Steps Towards Partnership.

- A. Initial Interest Expressed by an Employer. If an employer expresses interest in participating in a MIOSHA partnership, MIOSHA employees are to direct the interested party to the APC or the appropriate division lead to verbally explain the partnership process. The APC or division lead will encourage the partnership requestor employer to review this instruction.
 - 1. Upon further interest by the employer, the division lead will send the interested employer the Initial Application and Screening Process (Appendix B) and the Partnership Level Determination Guidance (Appendix C).
 - 2. When the interested employer submits the information, the division lead will provide the administration executive secretary with the Notification of a Potential Partnership (vetting request) (<u>Appendix D</u>), if the initial application appears appropriate. The executive secretary will send the vetting request to the appropriate agencies.
 - 3. Once the results of the vetting are provided, the division lead is to inform the employer of the passing/denial of the vetting.
 - a) In the case of vetting denial, the division lead is to inform the employer of the denial, provide the employer with the contact information of the respective SOM agency(ies) with deficiencies, and inform the employer to reapply with MIOSHA once the situation(s) has/have been resolved. MIOSHA is not to become involved in the employers' affairs related to the other agency(ies).
 - b) In the case of approval, the division lead is to inform the employer of the approval and provide the employer the Second Application and Screening Process (<u>Appendix E</u>).
 - 4. Once the second application information has been provided by the employer to the division lead, the respective division lead will populate the partnership agreement. The division lead is to maintain the partnership agreement document. The templates for partnership agreements are based on the level decided. Reference Appendix F for the Level 1 Partnership Agreement Template and Appendix G for the Level 2/3 Partnership Agreement Template.
- B. Agreement of the Partnership. The agreement must be acceptable with MIOSHA, the respective employers and the employee trade group(s) involved (signatory). If this cannot be achieved, the partnership agreement is not to proceed. The GC/HE is to assist, provide information, and collaborate with the appropriate MIOSHA representative(s) to finalize the partnership agreement.
 - 1. If an organized labor employee group(s) is involved, the division lead is to make contact and confirm their participation in the partnership. The decision of the respective organized labor group(s) participation is to be in

- writing. Each respective building trades is not required to be contacted, if the Building Trades Council is representing all employee represented groups on-site.
- 2. The partnership agreement can proceed if the host employer or labor trade group(s) acknowledge the existence of the partnership but have indicated their position is not signatory.
- 3. A tentative signing/ceremony date is to be established between the division lead and the employer. The employer is to verify dates between respective involved groups.
- 4. The completed agreement must be reviewed by the division director at least three weeks before the tentative signing ceremony/meeting.

 Agreement templates are to be provided to the participating employers, supporting partners, and applicable organized labor group(s).
- 5. The division lead and the employer will confirm a date for the signing ceremony if applicable. If no signing ceremony is desired, the date for the signatory party(ies) to meet in order to sign the partnership agreement will be confirmed.
- C. Prior to the Signing Ceremony or Meeting.
 - 1. The division lead is to establish the partnership team assigned to the partnership site. This team includes an enforcement IH, an enforcement SO, a CET representative (SO or IH), and a MIOSHA management representative to the partnership. One of these four persons will be assigned as the site lead.
 - 2. The site lead and/or the division lead are to coordinate with the HE/GC to establish the aspects to ensure the Signing Ceremony/Meeting is a success. The MIOSHA representative(s) is to identify the listed tasks in Section XV. C. 3. c. and verify that they are being handled by the employer(s).
 - 3. Signing Ceremony/Meeting Notification.
 - a) An email notification or "meeting request" shall be sent to the assigned MIOSHA partnership participants, MIOSHA director, applicable division directors, the APC, division lead and partnership team when the time and date for the signing ceremony has been established. The division lead is to send the email/meeting request.
 - b) The final agreement is to be provided by the division director to the MIOSHA director at least two weeks prior to the signing ceremony/meeting.
 - c) One week prior to the signing ceremony, the division lead is to send an updated email to the group with the final version of the partnership agreement, the address/location of the signing

ceremony, parking instructions, agenda, personal protective equipment requirements, and any other details regarding the signing ceremony. This is to be done after the division lead has worked directly with the HE/GC to establish these pieces.

- D. Signing Ceremony. If a signing ceremony is to occur, the APC, the division lead and the communications liaison are to coordinate with the HE and/or GC regarding the following topics:
 - 1. Location, date, and time of the signing ceremony, if occurring.
 - 2. Coordination of agenda/speakers.
 - 3. Coordination of authorized signers for each respective employer and/or trade group.
 - 4. Press release, if utilized.
 - 5. Media invitation, if utilized.
 - 6. Any other pertinent details surrounding the signing ceremony, if occurring.
- E. Signing Meeting. If a signing meeting is to occur, the APC, the division lead and the communications liaison are to coordinate with the HE and/or GC to determine the desire for a press release.
- F. At the Signing Ceremony or Signing Meeting.
 - 1. The respective parties are to sign the agreement on the appropriate signature lines. MIOSHA is to maintain the original document with the physical signatures.
 - 2. The division lead and/or site lead are to meet with the main employer who is signatory with the partnership, typically the GC/HE. This may occur just prior to the event.
 - a) Introduce each of the individual's roles pertaining to the partnership.
 - b) Establish the expectations/agenda of a quarterly meeting (Reference Section XX.). This includes the participation of on-site employers and trade group representatives, if any, to each signatory trade at the quarterly meetings.
 - c) Briefly review the partnership agreement, especially the goals established.
 - d) Inform the employer of the date the annual evaluation is due. The date will be the anniversary of the signing.
 - e) Inform the employer the monthly report is due by the 15th of the following month.

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- f) Answer questions.
- g) Provide contact information
- 3. Perform a verification walkaround of the site, if applicable. (Reference Section XVIII.)
- G. After the Signing Ceremony/Meeting.
 - 1. Website. The division lead will coordinate with the MIOSHA website liaison or division website liaison to add the applicable items to the appropriate MIOSHA partnership webpage(s). These include the items below.
 - a) The partnership will be added to the MIOSHA partnership webpage.
 - b) The press release will be posted on the MIOSHA website, if applicable.
 - c) Posting of the agreement on the website.
 - 2. Possession of Partnership Agreement. The partnership agreement with the physical signatures is to be maintained by MIOSHA at the Lansing office. The division lead is to provide a scanned copy to the signatory partners, supporting partners and employee groups.

XVI. Elements Required for a Partnership Agreement.

- A. Identification of Partners. The agreement will identify all partners and the location where the partnership is to occur. This will include all the partnering employers and employee groups. This may also include supporting partners if they choose to be signatory.
- B. Purpose/Scope. This section states the purpose of the partnership and the scope of the agreement. Clearly define the aim of the partnership through careful analysis of the issue(s).
- C. Goals/Strategies. A clearly defined goal statement that identifies the safety and health issues the partnership is intended to address, expected impact, measures to gauge success, time frames including a "sunset clause" completion date (which can be extended after careful evaluation), and MIOSHA's resource needs. Partnerships are to contain goals for employers, employees, and/or employee representatives that are clearly articulated, measurable, and verifiable. Clearly define goals that support the purpose and the desired outcome of the partnership. State strategies that describe how to accomplish the goal and reach the desired outcome. See Appendix H, Performance Measures, for additional guidance.
- D. Safety and Health Management System (SHMS). Employers participating in the partnership must have or agree to implement in the near future an effective site-based SHMS. Experience has shown that worker involvement is an essential component of any effective SHMS. OSHA guidelines on effective workplace

SHMS can be located in their publications, <u>Recommended Practices for Safety and Health Programs</u> and <u>Recommended Practices for Safety and Health Programs in Construction</u>. MIOSHA has several SHMS publications on the <u>CET</u> website.

- E. Worker Involvement. Involvement of workers is an integral part of a partnership agreement and to an effective SHMS. The agreement must detail how workers and /or their representatives will be involved in the partnership agreement.
 - Employees bring valuable skills and perspectives to the development stage of a partnership and participation is essential. Employee involvement in the day-to-day implementation of worksite safety and health management systems and other partnership activities is required.
 - 1. MIOSHA will strongly encourage union support of a partnership. Labor organizations representing employees at the worksite may be signatories to the partnership agreement or, alternatively, may indicate their willingness for the partnership to proceed but waive their opportunity to be a signatory.
 - 2. For non-union worksites, involving employees at the outset in the development of the partnership is strongly encouraged, if feasible. It is highly desirable that there be evidence of employee involvement in and commitment to the partnership.
- F. Performance Measurement System. Effective quantitative and qualitative performance measures linked to partnership goals must be identified in the partnership agreement. Performance measures are important tools that indicate the progress made towards achieving program goals. The measurement system must be results-focused and developed at the outset of the partnership. The measurement system will be included in the partnership agreement.
- G. Annual Evaluation. The employer is to gather data and provide details in an annual evaluation report pertaining to the responsible parties and the goals established in the partnership agreement. The annual evaluation deadline is due on the date/anniversary of the signing ceremony/meeting, unless otherwise specified/changed between MIOSHA and the GC/HE. MIOSHA Partnership Annual Evaluation Report (Appendix A) has an example of the minimum information MIOSHA is expecting for an annual evaluation.
- H. Verifications. MIOSHA will confirm that partnership's participants are upholding their responsibilities under the agreement through verification. Reference Section XVIII. of this procedure.
- I. Advantages/Leveraging. Advantages are a valuable component of a partnership agreement that draw interest and provide appropriate positive treatment based on the partners undertakings. Typically, these advantages involve priority from CET resources, and technical assistance from MIOSHA staff. For construction partnerships, advantages may include focused inspections.

- J. Partnership Management and Operation. The partnership agreement will provide details of each party's responsibilities pertaining to the partnership. The roles/responsibilities of each partner must be specified, including a statement of the contribution that each partner will provide.
- K. Worker and Employer Rights. All partnership agreements must state that partnering employers remain subject to MIOSHA inspections and investigations in accordance with established agency procedures. Standard language ensuring legal rights and responsibilities of employers and employees must be stated in all partnership agreements: "This partnership does not preclude employees and/or employers from exercising any right provided under the MIOSH Act (Act 154 of 1974, as amended), nor does it revoke any responsibility to comply with the Act."
- L. Partnership Agreement Term. The partnership agreement is to define an expected duration and any conditions under which the partnership is to be terminated.
- M. Signatures. The parties must sign and date the partnership agreement to confirm their commitment to the partnership and all requirements/provisions within the agreement.
- XVII. Partnership Annual Evaluations. All partnerships will include a process for self-evaluation to determine if the partnership agreement should be continued, modified, or discontinued. The evaluation determines the effectiveness of the partnership by utilizing data obtained by the partnership's required measurement system using the MIOSHA Partnership Annual Evaluation Report (see Appendix A). This annual evaluation is to be submitted by the HE/GC to MIOSHA. MIOSHA will then review the evaluation.
 - A. Once the submission of the report is received, the division lead and the assigned partnership team are to review.
 - B. After the review of the employer's annual evaluation is completed, the division lead will review the evaluation and provide feedback, if necessary, to the submitter within 30 calendar days. The evaluation is to be discussed between the partnership team and the division lead. The division lead is to maintain the submitted partnership evaluation and the feedback provided in the respective partnership folder (S Drive). The division lead is to provide the HE/GC with a written correspondence of any concerns, if applicable.
 - C. In addition to the evaluation report, a MIOSHA Partnership Completion Survey will be distributed near the conclusion of a partnership project, typically at the 75% completion mark. This survey will be used to gather feedback regarding the effectiveness of the partnership project and to solicit ideas for improving this and future partnerships. See Appendix I for the survey used.
- XVIII. Verification Procedures. MIOSHA will verify the partnership agreement participants are upholding their responsibilities under the agreement.
 - A. MIOSHA verification methods.
 - 1. Off-site verification. This is the review of partnership data, reports, and other documents without entering the partnership site. This includes the

information provided by the employer, such as monthly reports, incident reports and annual evaluations.

- 2. On-site non-enforcement walkaround of partnership site.
 - a) During the quarterly meeting, it is common for the MIOSHA partnership team to walk the worksite after the meeting. This walkaround of the site is considered an on-site non-enforcement activity.
 - b) During the walkaround of the partnership site, if MIOSHA personnel identify serious hazards that site management refuses to correct, MIOSHA will begin enforcement activity.
 - c) Employers and employee representatives will be afforded the opportunity of their walkaround rights with the MIOSHA representatives.
- 3. On-site enforcement verification. MIOSHA will conduct not more than one programmed compliance inspection annually during the course of the project. The programmed compliance inspection can be done concurrent to any unprogrammed activity.
- B. It may not be necessary for MIOSHA to conduct a programmed inspection of a partnering employer if the Agency has conducted a comprehensive, on-site enforcement verification inspection in accord with the approved protocols of the partnership within the last 12 months. The deletion Activity Code O#, which is described in paragraph B.1.b. (1)(b)6 d of OSHA Instruction CPL 02-00-025, Scheduling System for Programmed Inspections, issued January 4, 1995, shall be used to delete an establishment from the targeting list.
- C. Citations may be issued, and penalties assessed for violations of standards, regulations, or the general duty clause found during verification inspections. An employer's safety and health management system will not in itself be basis for citation except where required by a specific standard. When CET is the lead on the partnership project, an enforcement team member is to be consulted to determine if the condition would warrant a citation. The CET lead is to then relay the information to the employer to seek abatement in an expeditious fashion. If the employer does not seek abatement, then the issue may be turned over to the appropriate enforcement division.
- D. When employees are represented, employees and/or employee representatives will be involved in on-site verification inspections and/or on-site non-enforcement verification visits. At a minimum, the on-site verification will afford employees all statutory rights pertaining to participation in inspections.
- E. On-site non-enforcement verification includes a review by MIOSHA of the partner's worksite in a non-enforcement capacity to assess the implementation of the agreement. Non-enforcement visits may involve MIOSHA CET staff and/or enforcement staff acting in a non-enforcement capacity. The interaction provides

opportunities for a partner to highlight a partner's efforts, discuss challenges and plans for improvements, and allows MIOSHA to review efforts. MIOSHA worksite observations should be sufficient to confirm the partner's worksite is operating a safety and health management system that adequately ensures the protection of employees.

- F. Partners may use internal resources or private consultants to conduct worksite assessments. However, this does not take the place of required MIOSHA verification inspections.
- G. When CET personnel are the only MIOSHA representatives on an on-site non-enforcement walk around, the representatives shall attempt to work with the employer when issues are identified. If the employer does not seek abatement, then the issue is to be turned over to enforcement through the MIOSHA Agency instruction Coordination of Enforcement and Consultation Interventions, as amended.

XIX. Partnership Management and Operations.

- A. The partnership between the signatory employer(s), MIOSHA, and employee groups, if applicable, will be based on the collaborative agreement that establishes roles and responsibilities for each party. In exchange, the employer/employee benefits through greater workplace protection. The roles/responsibilities of each partner must be specified, including a statement of the contribution that each partner will provide.
- B. A systematic approach to the management and operation of a partnership agreement will help ensure that partners accomplish the activities critical to the partnership's success and fulfill their agreed-upon responsibilities.
- C. Leveraging of resources is critical in the day-to-day management and operation of a partnership. To assure maximum leveraging and participant involvement, the roles and responsibilities of each partner must be specified in the agreement, including a statement of the contribution that each partner will make.
- D. Quarterly meetings, in person or videoconference, will occur between the signers of the partnership agreement. Signatories not performing work at the site at the time of the meeting are not required to attend.
- E. When a signatory contractor joins the worksite to perform work activities, they are to sign the partnership agreement, either at the time of their work activity starting or at the next quarterly meeting.

XX. Quarterly (Steering) Meetings.

A. General Information.

1. At least two MIOSHA employees are to be in attendance of an in-person quarterly meeting. In the event two MIOSHA employees, preferably of the partnership team, are not able to be present, the meeting is to be

- rescheduled. If the meeting is to be held virtually, at least one MIOSHA employee is to attend.
- 2. The meeting is not to take place unless employer and employee representatives, where employees are represented, of all signatory employers on-site performing work the day of the meeting are present, unless extenuating circumstances occur. It is allowable for contractors not currently working on-site to participate but it is not required.
- 3. If a union employer is signatory, worker participation from the employee trade level or union representative is required for the trades performing work at the site the day of the meeting. No supervisory level worker or above is to be used as an employee representative, even if the person is a working level management representative and/or dues paying member.
- 4. If a non-union employer is signatory, worker participation is suggested but not mandatory.

B. Meeting discussion.

- 1. Partnering employer (GC/HE) topics to be discussed.
 - a) The employer will report on the progress of the project and the safety/health measures incorporated to accomplish worker protection.
 - b) Monthly reports will be discussed, including near misses and incidents.
 - c) How each contractor is/has making progress towards meeting the goals established in the partnership agreement.
 - d) Any issues/problems identified and how the problem(s) were rectified.
 - e) Any other relevant topics for the group.
 - f) Time for employee participants to speak.
- 2. Multi-employer work sites.
 - a) The above section topics are to be discussed (XX. B. 1).
 - b) The discussion of progress on goals/objectives for each of the signatory subcontractors.
 - c) Discussion of which subcontractors are approaching the 75% completion mark of their work performance on the worksite. This is to gauge when the survey will be provided to the respective signatory contractor(s).
 - d) How the controlling contractor is monitoring and verifying proper safety and health practices by subcontractors in accordance with the <u>Multi-Employer Work Site</u> Instruction.

- 3. MIOSHA participation.
 - a) Present a brief MIOSHA update. The division lead is to provide the most current quarterly MIOSHA update.
 - b) A reminder to the GC/HE the submittal of the previous month reports by the 15th of each month.
 - c) Date of which the employer is to submit their annual evaluation to MIOSHA.
 - d) Ask if any fatality/hospitalization/amputation/loss of eye or any injuries beyond first aid measures have occurred at the jobsite.
 Discussion is to follow as appropriate.
 - e) Request any additional documents, as needed, to verify statements/requirements made by the GC/HE.
 - f) Provide time for the employees/workers to speak.
 - g) Discussion of any other pertinent topics.
- C. On-site verification walkaround of the jobsite. Reference Section XVIII.
 - 1. Prior to the walkaround, one of the MIOSHA representatives is to inform all the members of the Partnership Meeting the following:
 - a) An explanation that the walkaround is to see the jobsite conditions and verify that the SHMS program and partnership agreement are being implemented as prescribed in the respective documents.
 - b) An explanation that the on-site verification walkaround may turn into an enforcement inspection, depending on what violative conditions are discovered, if any. The explanation is to inform all parties of the expectation that no violative conditions are expected to be encountered due to this site being a MIOSHA partnership site.
 - c) What PPE is normally required on the jobsite including, any hazards that are present that require MIOSHA personnel to have special PPE to proceed. Examples: fall protection, gloves with cut level 2/3/4, arm gauntlets/long sleeve shirts, flame retardant clothing, face coverings, etc.
 - 2. During the walkaround of the partnership jobsite.
 - a) MIOSHA representatives are to walk the site with the employer representatives and employee representatives, if applicable.

- b) MIOSHA representatives are to evaluate the jobsite to determine compliance with the agreement, applicable MIOSHA standards and the implementation of the SHMS programs of the employer(s) on-site.
- c) MIOSHA will not be prohibited from issuing citations.
- D. Conclusion of the quarterly meeting.
 - 1. A brief overview of any items discovered during the walkaround that require discussion.
 - 2. Scheduling of the next quarterly meeting.
 - 3. Reminder of the annual evaluation.
 - 4. CET resources are to be discussed and scheduled as appropriate.
- E. Information collected at the quarterly meeting. Any documents, photographs, and/or notes collected by the team are to be maintained by the partnership site lead. This is to include any discussions of concern in regards to any employer not fulfilling the partnership agreement, possible violations seen during the walkaround, and concerns expressed by employees. The site lead will create a memorandum and submit it to the division lead within a week of each quarterly meeting.

XXI. Conclusion of the Partnership.

- A. Website. The website is to be changed to remove the partnership from the active section and placed in the completed section. The press release acknowledging completion is to be added to the website if the employer desires.
- B. The division lead is to send the partnership close letter to the employer. (Reference Appendix J).

XXII. Termination of the Partnership.

- A. Partnerships may be terminated for any reason.
- B. If a signatory employer, not the HE or GC, wishes to terminate its participation prior to the established termination date, written notice of the intent to terminate must be provided to all other signatories.
- C. If MIOSHA or the HE/GC choose to terminate their participation in the partnership, the entire agreement is terminated. The letter prescribed in <u>Appendix K</u> is to be sent to all affected parties.
- D. Changes to the partnership agreement may be implemented in writing if all parties agree that it is in the best interest of all members involved.
- E. The division lead is to contact the employer via email or certified mail the decision to terminate the partnership agreement.

XXIII. Data Collection.

- A. Monthly reports will be submitted by the employer (GC/HE) to the site lead and the division lead. The division lead is responsible to ensure the monthly reports are submitted by the employer and placed in the respective partnership folder. Monthly reports are due by the 15th of the month.
- B. Annual Evaluation. The GC/HE is to submit an annual evaluation every twelve months corresponding to the signing date while the partnership is active.
- C. Maintenance of any documents pertaining to each partnership will be the responsibility of the site lead and the division lead. Both the site lead and the division lead are to maintain a complete record and ensure it is kept orderly.
- D. Survey Requirements. At the 75% mark as indicated on the monthly report, division lead is to send out the survey (Reference Appendix I). The survey is to be completed and the results are to be provided to the APC for the evaluation of effectiveness and the completion of the partnership components. This is to be done prior to the official completion of the jobsite. This applies to general industry and construction workplaces.

XXIV. Partnership Miscellaneous.

- A. Violative Conditions Witnessed Outside of Planned Partnership Activities.
 - 1. Violative conditions witnessed from the right of way by enforcement personnel will require immediate enforcement action to be taken from the enforcement SO/IH that noticed the violative condition. These enforcement actions will be handled as prescribed in the FOM. The SO/IH is to inform their management of the issue(s) prior to entering the site. If the issue is not in the discipline of the SO/IH, the appropriate division management is to be contacted to assist with the situation. The enforcement SO/IH who witnessed and initiated the action is to be involved with the situation start to finish.
 - 2. Violative conditions witnessed from the right of way by CET personnel will require the issue(s) to be immediately addressed as prescribed in CET Operations Manual or Consultative Procedures Manual. The CET representative is to inform their management of the issue(s) prior to entering the site. If appropriate actions are not taken by the employer(s), the CET representative is to contact their management for discussion.
- B. If a programmed or unprogrammed inspection is scheduled for the construction partnership site, the division lead will attempt to assign the inspection to an enforcement person not on the site team.
- C. Time spent preparing for the quarterly meeting, traveling to the meeting, time at the meeting and traveling back to the official work station or to another location is determined by the respective division's management.

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XXV. Responsibilities of MIOSHA Representatives Involved with the Partnership.

- A. Agency Partnership Champion.
 - 1. Oversee the MIOSHA Partnership Program.
 - 2. Oversee the adherence of the division leads to this procedure and their oversight of the active partnerships.
 - 3. Verify that GISHD, CSHD and CET have established a division lead.
 - 4. Coordinate with division leads as needed.
 - 5. Ensure monthly reports are being submitted by each partnership and maintained appropriately.
 - 6. Review survey results as provided by the respective partnerships.
 - 7. Review annual evaluations as provided by the respective partnerships.

B. Division Lead.

- 1. Actively promote, communicate, and send information to prospective employers who are interested in a potential partnership with MIOSHA.
- 2. Work with the employer seeking the partnership following this procedure.
- 3. Provide updates and information to the APC as requested.
- 4. Review and evaluate the Initial Application and Screening Process (Appendix B) submitted by the employer. Reference Section XV. A.
- 5. Submit the Notification of a Potential Partnership paperwork (vetting request) (<u>Appendix D</u>) to the administrative executive secretary. Reference <u>Section XV. A</u>.
- 6. Review and evaluate the Second Application and Screening Process (Appendix E). Reference Section XV. A.
- 7. Populate the partnership agreement respective to the level of the partnership selected by the division lead (<u>Appendix F</u> or <u>Appendix G</u>). Reference <u>Section XV. A.</u> and <u>B</u>.
- 8. Coordinate, assist, and plan with the employer to have a successful signing ceremony/signing meeting. Reference Section XV. B and C.
- 9. Establish the partnership team and site lead when the partnership is to be established. Reference Section XV. C.
- 10. Send the email/meeting request to the appropriate parties informing them of the partnership signing. Reference Section XV. C. 3.
- 11. Send the updated email/meeting request with the specifics detailed. Reference Section XV. C. 3.
- 12. Coordinate with the GC/HE and the communications liaison to establish a press release, if desired. Reference Section XV. E.

- 13. Meet with the HE/GC at the signing ceremony/signing meeting to communicate the requirements established. This can be done virtually under special circumstances. Reference Section XV. F.
- 14. Work with the website liaison and or division website liaison to ensure the partnership is listed on the website. Reference Section XV. G.
- 15. Verify the site lead is completing their respective assignments.
- 16. Perform off-site verification review of the monthly reports and the annual evaluation in coordination with the site lead and the partnership team. Reference Section XVIII. A. 1.
- 17. Maintain the physical copy of the partnership agreement in the Lansing office and any other pertinent records related to each respective partnership site. Reference Section XV. G., Section XX. E, and Section XXIII.
- 18. At the conclusion of the partnership, have the website liaison or division website liaison change the status of the partnership. Reference Section XXI.
- 19. Send the employer the Partnership Closing letter. Reference <u>Appendix J</u> and <u>Section XXI</u>.

C. Site Lead.

- 1. Meet with the HE/GC at the signing ceremony/signing meeting to communicate the requirements established. This can be done virtually under special circumstances. Reference Section XV. F.
- 2. Coordinate with the employer to establish the dates and times of quarterly meetings.
 - a) When the GC/HE has a signing ceremony: The first MIOSHA quarterly meeting should be scheduled within 4–6 weeks of the partnership signing ceremony. Reference Section XV. C.
 - b) When the GC/HE has a signing meeting: The first quarterly meeting is to occur immediately following the signing meeting. This must be established with the employer prior to the signing meeting. Reference Section XV. F.
- 3. Be the contact person to answer questions surrounding health and safety questions regarding the active partnership site.
- 4. Establish contact information with the HE/GC as the primary contact. The supervisory member of the partnership is the back-up contact.
- 5. Ensure the quarterly meetings are being held in accordance with this procedure. Reference Section XX.
- 6. Create a memo that organizes each of the quarterly meetings. Submit this to the division lead. Reference Section XX. E.

- 7. Ensure the GC/HE is submitting their monthly reports. Reference <u>Section</u> XV. F. 2.
- 8. Ensure the employer is submitting their annual evaluation. Reference Section XV. F. 2.
- 9. Maintain a folder on the S Drive of the documents pertaining to the partnership. Reference <u>Section XXIII</u>.
- 10. Notify the division lead of the status and/or any issues pertaining to partnerships.
- D. Partnership Team Responsibilities including the Site Lead.
 - 1. Participate in the signing ceremony/signing meeting, as appropriate. Reference Section XV. F.
 - 2. Participate in the quarterly meetings, as appropriate. Reference <u>Section XX</u>.
 - 3. Participate in verification methods, as necessary. Reference <u>Section XVIII</u> and <u>Section XX</u>.
 - 4. Review the annual evaluation with the site lead and the division lead. Reference Section XVII.
- E. Communications liaison responsibilities are to assist/coordinate with the partnering GC and/or HE on the following items:
 - 1. Determine the type of event to be held (i.e., breakfast, luncheon, snacks and drinks, or meeting).
 - 2. Solicit three proposed dates and times for the event.
 - 3. Establish a list of speakers and photo opportunities.
 - 4. Estimate the number of attendees.
 - 5. If a site tour is planned, determine how long it will take, what personal protective equipment may be required, and if media is permitted to attend.
 - 6. Press release coordination between teams.
 - 7. Coordinate the signing ceremony notification. Reference <u>Section XV. B.</u>
- F. Administrative Executive Secretary. This role is to complete the Notification of a Potential Partnership (vetting request) and provide the results to the division lead. Reference Section XV. A. and Appendix D.
- XXVI. Responsibilities of Supporting and Signatory Employers of the Partnership.
 - A. Supporting Partners. These employers who have opted to be supporting partners are not typically involved with the day-to-day operations and do not have any specific responsibilities under the partnership. If the evidence shows they are a controlling employer either actually or constructively, they may be held

responsible for other aspects. Reference Agency Instruction <u>Multi-Employer</u> Work Site Policy.

B. Signatory Partners.

- 1. GC/HE. The GC/HE are to perform the following functions found within this procedure.
 - a) Prepare and submit the Initial Application. Reference <u>Appendix B</u> and <u>Section XV. A.</u>
 - b) Prepare and submit the Second Application Process. Reference Appendix E and Section XV. A.
 - c) Assist with providing information to MIOSHA to finalize the partnership agreement. Reference Section XV. B
 - d) Assist with all aspects the signing ceremony/signing meeting including coordination, hosting, preparing, and planning. Reference Section XV. B., C., D., E., and F.
 - e) Host partnership quarterly meetings and conduct the meetings according to Section XX.
 - f) Abide by the partnership agreement and this procedure.
 - g) Complete and submit the monthly reports. Reference <u>Appendix L</u> and <u>Section XXIII</u>.
 - h) Perform and return the partnership annual evaluation. Reference Appendix A and Section XXIII.
 - i) Perform and return the MIOSHA Partnership Completion Survey. Reference Appendix I, Section XVII. C., and Section XXIII. D.
 - j) Furnish to each employee, employment and a place of employment that is free from recognized hazards that are causing, or are likely to cause, death, or serious physical harm to the employee.

 Reference MIOSH Act 154 of 1974.

2. Signatory Subcontractors

- a) Abide by the partnership agreement and this procedure.
- b) Participate, as applicable, in the partnership quarterly meetings. Reference Section XX.
- c) Perform and return the MIOSHA Partnership Completion Survey. Reference <u>Appendix I</u> and <u>Section XVII</u>.
- d) Furnish to each employee, employment and a place of employment that is free from recognized hazards that are causing, or are likely to cause, death, or serious physical harm to the employee.

 Reference MIOSH Act 154 of 1974.

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XXVII. Owner Controlled Insurance Program (OCIP)/Contractor Controlled Insurance Program (CCIP) Involvement. When a project has their insurance through an OCIP or CCIP, the division lead and/or site lead is to involve the OCIP/CCIP representative in all aspects that involve the GC/HE.

XXVIII. Information Collection and Dissemination.

- A. MIOSHA intends to collect and disseminate information on the results of the MIOSHA partnership program. It is expected this information will help identify useful ideas for circulation and broader implementation. The information will also play a vital role in the agency's commitment to recognize, publicize, and promote successful partnerships with the agency.
- B. A file will be established and maintained for each partnership by the division lead. The information required to be in the file include the initial proposal, any implementing instructions, other documents subsequently developed, and any important information not in the original proposal, e.g., involvement of new stakeholders, data collected through the program's measurement system, data analyses, information on training and other outreach activities, success stories, meeting minutes and program evaluation reports.

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APPENDIX A MIOSHA PARTNERSHIP ANNUAL EVALUATION REPORT

Partnership Name:	
Date of Signing Ceremony/Meeting:	
Date of Evaluation Report:	

Start Date: End Date:

Evaluation Contact Person: Evaluation Employer (HE/GC):

Evaluation Contact information: (Mailing address, phone number, and email)

Purpose of Partnership:

Partnership Goals:

Goal	Strategy	Measures

Anticipated Outcomes:

Strategic Plan Emphasis (choose industry): Construction/General Industry Area of Emphasis: List the specific MIOSHA Strategic Plan this partnership affects, and the hazards involved at the worksite

Section 1. General Partnership Information

Partnership Coverage

Number of active employers during this evaluation period:

Number of active workers during this evaluation period:

Industry Coverage

List signatory employers, trade and NAICS:

Example: XYZ Construction – Roofers – 238160

Section 2. Activities Performed

(Note whether an activity was required by the Partnership and whether it was performed)

Activity Required(Y/N) Performed(Y/N)

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Training

Consultation Visits

SHMS Reviewed/Developed

Technical Assistance

MIOSHA Enforcement Verifications (MIOSHA to provide)

MIOSHA Off-site Verifications (MIOSHA to provide)

MIOSHA On-site Non-Enforcement Verifications (MIOSHA to provide)

Participant Self-Inspections

Field Sampling: Industrial Hygiene Monitoring

Other Activities

Section 3. Training (If performed, provide the totals during this evaluation period)

Training Sessions conducted by MIOSHA Staff:

Training Sessions conducted by non-MIOSHA Staff:

Workers trained:

Training hours provided to workers:

Supervisors/Managers trained:

Training hours provided to supervisors/managers:

Comments/Explanations (briefly describe activities, or explain if activity is required but not performed):

Section 4. Consultation Visits (if performed, provide the following total)

MIOSHA Consultation visits to the site:

Comments/Explanations (briefly describe activities, or explain if activity is required but not performed):

Section 5. Safety and Health Management System (if performed, provide the following total)

Number of systems implemented or improved using current MIOSHA/OSHA guidelines:

Comments/Explanation (briefly describe activities, or explain if activity is required but not performed):

Section 6. Technical Assistance (if performed, provide total for each type, and provider)

	Provided by		Provided
	MIOSHA	Provided by	by Other
	Staff	Partners	Party
Conference/Seminar Participation			
Interpretation/Explanation of Standards or MIOSHA Policy			
Abatement Assistance			
Speeches			
Other (specify)			

Comments/Explanations (briefly describe activities, or explain if activity is required but not performed):

Section 7. MIOSHA Enforcement Activity (if performed, provide the totals for any programmed,

unprogrammed, and verification-related inspections)

MIOSHA enforcement inspections conducted:

MIOSHA enforcement inspections in compliance:

MIOSHA enforcement inspections with violations cited:

If applicable, number of citations classified as Serious, Repeat, and/or Willful:

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Comments/Explanations (briefly describe activities, or explain if activity is required but not performed):

MIOSHA Off-site verifications conducted:

Comments/ Explanations: (briefly describe activities, or explain if activity is required but not performed)

MIOSHA On-site Non-Enforcement verifications conducted:

Comments/ Explanations: (briefly describe activities, or explain if activity is required but not performed)

Participant Self-Inspections (if performed, provide the totals):

Hazards and/or violations identified and corrected/abated:

Comments/ Explanations: (briefly describe activities, or explain if activity is required but not performed)

Section 8. Illness and Injury Data related to the Partnership Site

Please provide the following information related to the partnership:

		Tabel		Number of Days Away from Work Restricted and	
		Total		Transferred Activity	
Year	Hours	Cases	TCIR	Cases	DART
Total					
Cumulativ	e Rate for P	roject			
BLS Average for CY (most current)					
NAICS					

Comments: (Please use this section to provide comparative and evaluative comments about the injury and illness rate experiences of the respective employer)

Section 9. Partnership Evaluation and Recommendations

For each question, provide a narrative.

Changes and Challenges:

During the evaluation period what observations were made regarding the issues faced by the partnership that need to be further evaluated to determine if changes to the structure, implementation or operation of the agreement are necessary going into the next evaluation period? Please address any areas where changes were made to the agreement or where challenges or impediments to reaching the goals were observed. The following is a list of information to be considered for this question: management structure, participants, data collection, worker involvement, MIOSHA enforcement inspections,

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outreach, and training. Please do not limit your responses to those items if other areas need to be addressed.

Plans to Improve:

During the evaluation period what observations were made regarding areas in which the partnership needs to improve in order to increase the chances of reaching and/or exceeding the partnership agreement goals? The following is a list of information to be considered for this question: need to meet more often, need to improve data collection, need to conduct more training, and need to change the partnership agreement goals. Please do not limit your responses to those items if other areas need to be addressed.

Observations:

During the evaluation period what observations were made regarding how the partners are benefiting from their participation in the partnership? Additionally, how does MIOSHA's participation enhance the ability of the partners to reach the established partnership goals? The following is a list of information to be considered for this question: increased safety and health awareness, improved relationship with MIOSHA, improved relationship with employers, and improved relationship with the workers or unions. Please do not limit your responses to those items if other areas need to be addressed.

Section 10. Overall

Status Recommendation

Project Complete: Yes or No. If yes, when was the site deemed complete?

Continue/Renew: Yes or No

Continue with the following provisions:

Terminate: Yes or No. If yes, provide explanation.

APPENDIX B INITIAL APPLICATION PROCESS

The Division lead shall be responsible for reviewing the application process for all potential partnerships respective to their Division. This includes a review of the following information once submitted by the employer.

As part of our commitment to the success of each partnership, we ask that this application be submitted at least 8 weeks prior to the start of the proposed project.

Questions - These are all required to be answered

- 1) What is the anticipated timeframe for start of partnership/signing of the agreement?
- 2) Who is the employer interested in the partnership?
- 3) What is the employer's company address?
- 4) What is the employer's company Federal ID Number (for vetting)?
- 5) What is the job site address?
- 6) What is the name of the job?
- 7) Will any labor organizations be involved? If yes, which ones?
- 8) What is the number of workers anticipated for the project?
- 9) Please provide a description/scope of the project.
- 10) Is the employer seeking a Level 1, 2 or 3 partnership?
- 11) Has this project started? If yes, when?
- What is the timeframe for completion on this jobsite? Is this considered a "phase" of a larger job?
- Does the company have a written accident prevention program and/or Safety and Health Management System (SHMS)?
- 14) Does the company involve employees in safety and health? If yes, please describe how.
- Does the company provide safety and health training to employees? If yes, please describe training.
- Does the employer have a full-time safety and health person? Or a person that will be able to complete the requirements pertaining to safety and health and the responsibilities under the partnership agreement? If yes, please provide the name and title of the person(s) who will be assigned.
- 17) Will this project have a full-time safety person(s) dedicated to this worksite? If yes, who?
- 18) If applicable, will the signatory subcontractors on-site have the "buy-in" to be part of a MIOSHA partnership?
- 19) Are there any known non-signatory contractors who will be working on this worksite? If yes, please list.
- 20) Are there any supporting partners of this project? Examples: municipality, host employer, etc.

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- 21) List unique challenges and/or opportunities that can benefit the industry, the employees at this jobsite and MIOSHA.
- 22) Does this partnership align with MIOSHA's current Strategic Plan? If yes, which one?
- 23) Identify what the contractor is looking to achieve through participation in the partnership.
- 24) Does the company analyze injuries and illnesses? If yes, how?
- 25) Does the company have a process to identify, prevent and/or correct hazards? If yes, how?
- 26) Has this company been involved in a partnership before? If yes, please list previous.
- 27) Please describe your reasons for wanting this partnership:
- 28) Please describe any anticipated challenges on this project:
- 29) Please describe your goals for this partnership:
- 30) Does the company anticipate establishing best practices during this partnership? If yes, please describe:
- 31) Is this project an Owner Controlled Insurance Program (OCIP)/Contractor Controlled Insurance Program (CCIP) jobsite? If yes, please indicate which firm is providing the insurance and the contact information for the OCIP/CCIP representative.

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APPENDIX C PARTNERSHIP LEVEL DETERMINATION GUIDANCE

Criteria for determining the level of a partnership may include responses from the submitted application, establishment OSHA/MIOSHA violation history and company resources.

Level 1:

Typically, this is the first partnership.

Typically, does not have a designated safety person.

Majority of responses are on application indicate little to no APP/SHMS developed.

Majority of work being performed by subcontractors without APP/SHMS.

Level 1 Goals:

Identify one or more SHMS emphasis area(s) and create at least 3 improvement goals.

Sample goals are to be submitted in the application.

Identify growth areas and conduct quarterly training to be performed on site and attended by at least 1 supervision and a Safety Officer and an Industrial Hygienist.

Level 2:

May or may not be first partnership.

Typically have a designated safety person.

Majority of responses indicate a most elements in the APP/SHMS. Reference OSHA guidance on SHMS Written accident prevention program, including hazcom but may need help with other written programs (ex. respiratory protection, confined space, LOTO, etc.)

Level 2 Goals:

Identify one or more SHMS emphasis area(s) and create at least 3 improvement goals

Identify project specific areas of improvement/goals.

Establish best practice(s) for the project. (Identify, Assess, Photograph and Train)

Mentorship to other contractors on the partnership.

Build a S&H Program to show progress towards becoming a Level 3 candidate. A Level 2 partnership Employer must indicate how the (Level 2) partnership has helped them achieve the necessary steps to achieve and maintain a Level 3. Also, the partnership employer will not be able to have a Level 1 partnership.

Level 3:

Must have had high level of success in previous partnerships. Other factors can be considered, such as previous VPP or similar partnership in other states.

Project will have a full-time safety person on-site.

Willing to establish requirements for the project that exceed MIOSHA minimum requirements.

Employer to list and submit the standards/rules in which they have/will be exceeding the minimum requirements.

Level 3 Goals:

Establish requirements that exceed MIOSHA minimum requirements.

Identify, implement, and evaluate a best practice.

Mentorship on the project with other contractors and among other partnerships.

Must have an evaluation to determining: How did you build your S&H Program and culture to the next level and then maintain that same level.

APPENDIX D

NOTIFICATION OF A POTENTIAL PARTNERSHIP DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY MIOSHA

MIOSHA Contact Person:
Date of Initial Discussions:
Anticipated Timeframe for Signing:
Employer(s) Interested in Partnership:
Company Address:
Company Federal ID Number:
Job Site Address (if appropriate):
Labor Organizations Involved:
Employer Size (number of workers anticipated for project):
Description of Project:
Distribution: MIOSHA Administration Executive Secretary, Division Directors, Agency Partnership Champion

APPENDIX E SECOND APPLICATION PROCESS

The Division lead shall be responsible for performing the second application and screening process for all potential partnerships respective to their Division. This includes a review of the following information provided by the employer. This is to be provided to the employer only after the initial screening and application has passed vetting as prescribed in <u>Section XV</u>. Steps Towards Partnership of this procedure. The following questions will be asked of the employer and they will be provided a copy of this procedure.

Questions

- 1. If applicable, who is the employer or group that hired your firm to manage the construction work/project (Host Employer)? (If applicable).
- 2. If applicable, does the host employer want to be involved? If so, please provide the name and contact information of this person.
- 3. Who will be the main contact for your company? This person will be the one submitting the monthly reports. Please provide contact information for this individual and a back-up individual.
- 4. List the Subcontractors (name and role/trade activity) that will be working on the project:
- 5. Will each of the subcontractors listed in #4 be signatory to the MIOSHA partnership? If no, please denote which one(s) will not be.
- 6. What Employee representative(s) or groups (Unions) are involved in the project, if any?
- 7. When is the estimated completion date of the project?
- 8. Would you like to have a signing ceremony or a signing meeting to begin the partnership?
 - a. For a signing meeting, a MIOSHA representative(s) will sign the documents with the signatory contractors at a certain date time. This will also be the first partnership meeting.
 - b. For a signing ceremony, we will need to know the following information:
 - i. What date, time and place are desirable for the signing ceremony?
 - ii. Is the event outside? If yes, there may need to be a secondary place located inside if inclement weather is encountered.
 - iii. Do you plan on inviting workers?
- 9. Agreement Discussion
 - a. What is your evaluation of the level of partnership you are seeking? (1, 2, or 3 with explanation)
 - b. Does the Host Employer want to be mentioned in the partnership agreement or no?
 - c. Media presence:
 - i. The State of Michigan (SOM) has a Media/Communications department that will coordinate with your firm for a press release. Would you like a press release?
 - ii. Would you like the SOM to attempt to have the local news attend?
 - iii. If you have a media person associated with your company, please provide their name(s) and contact info to coordinate with the SOM media/communications person.
 - d. What special safety and health measures are being implemented on this project? Examples include:

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- i. Safety: 100 % fall protection including scaffolds, low slope roofing work, steel erection work even for connectors, etc.
- ii. Health: On-site medical facilities, issuance of respirators to all employees by their employer, any and all written programs for health hazards, etc.

APPENDIX F

LEVEL 1 PARTNERSHIP AGREEMENT



MIOSHA LEVEL 1 PARTNERSHIP AGREEMENT

<Insert
Controlling
Contractor
Logo>

[The agreement language must be modified to reflect the specifics of the Partnership.]

PROJECT:

<Insert brief description of the project and location>

PARTNERS:

MIOSHA, <Insert controlling contractor, other signatory contractors, unions, suppliers>

PURPOSE:

To increase MIOSHA's impact on worker safety and health by partnering with employers and employees who would benefit from site specific training and an improved safety and health management system (SHMS).

COMMITMENT:

The partners agree to construct a partnership based on mutual respect and trust that leverages the resources of all the parties through the systematic anticipation, identification, evaluation, and control of safety and health hazards involved with <th color continuously being pro-active in an attempt to reduce or eliminate worker injury and illnesses. This will be accomplished through safety steering committee meetings, training, SHMS development and improvement, analysis, and promotion of best practices.

IMPLEMENTATION OF PARTNERSHIP MANAGEMENT AND OPERATION:

An effective partnership is dependent on participation from all parties involved in this project. MIOSHA will assign a partnership site lead that will serve as the primary contact and coordinate additional MIOSHA staff involvement as deemed necessary. <The controlling contractor> will promote the partnership to all parties involved on the project and provide them with a copy of the agreement. Full

participation and signing of the agreement are preferred; however, <controlling contractor> has agreed to require all parties to follow site specific rules as outlined by this partnership regardless of signing.

The development of a safety steering committee consisting of MIOSHA representative(s), controlling contractor, and representatives of other signatory parties as deemed necessary by site supervision and MIOSHA will be implemented as early as possible. These meetings will then take place quarterly or more often as determined by <controlling contractor> and the MIOSHA representative and will include a job site walk-through. The purpose of the steering committee will be to ensure implementation of the partnership agreement, discuss findings, statistics, issues, and review data and reports.

Quarterly training activities will be conducted on site and all site contractors are required to attend with at least one supervision person and one field CET person. The training subjects are to be determined by the safety steering committee. Training may be performed by MIOSHA staff or other sources as determined by the safety steering committee. Pictures and information from hazard surveys or job site walk-throughs may be used for training.

Safety and health management systems will be promoted throughout the partnership so that all parties can build upon their effectiveness and improve their safety culture. The success of the partnership will be in part measured by the participant's implementing improved safety and health practices beyond this project. The SHMS will involve worker involvement.

Worker involvement in the implementation of worksite safety and health management systems is another critical aspect of a successful partnership. <Please describe how employees will be involved in the safety and health culture of this partnership>.

Worker and Employer Rights. This partnership does not preclude employees and/or employers from exercising any right provided under the MIOSH Act (Act 154 of 1974, as amended), nor does it abrogate any responsibility to comply with the Act. MIOSHA inspections to investigate employee complaints, referrals, serious injuries or fatalities, and national or state emphasis programs are also not precluded by this agreement. All partnering employers remain subject to MIOSHA inspections and investigations in accordance with established agency policy and procedures.

MIOSHA and <controlling contractor> agrees to promote this partnership through <insert agreed upon media outlets>.

SITE SPECIFIC GOALS AND STRATEGIES:

As a Level 1 partnership, MIOSHA services include outreach, information, training, and technical assistance to help accomplish identified goals. Mentors may also be available from other partnering contractors to assist in the success of this partnership. <Indicate if a mentor will be working with this partnership>.

C. Safety and Health Management System (SHMS) Improvement – As a Level 1 partnership, <controlling contractor> and MIOSHA will commit to enhanced training and assistance with their SHMS. CET has publications that help develop and maintain a successful SHMS.

<The controlling contractor> will commit to using the following performance measures/strategies to accomplish the SHMS goal and reach the desired outcome.

<Insert one of more SHMS strategies> (Example)

Strategies for improving employee involvement include, but are not limited to:

- a) Field staff participation on workplace teams charged with identifying root causes of accidents, incidents, or breakdowns;
- b) Employees making presentations at safety and health meetings;
- c) Delivering training to current and newly hired employees; and
- d) Using a system for reporting hazards by employees;

<Identify other site-specific goals and strategies that will be implemented or other items that will benefit the partnership and increase its success.>

Goal	Strategy	Measures
Example: Identify and communicate an effective process to develop and implement successful ergonomics programs and guidelines.	Develop a written process to address ergonomic hazards in the workplace.	 Number of sites where ergonomic process has been effectively implemented. Number of training courses/people trained in process Awareness survey of workers

Example: Reduce incidence	Develop an ergonomic	- Baseline of MSD cases
and severity of MSDs at	protocol to assist in assessing	 MSD cases involving
participating facilities	compliance with General Duty	day(s) of restricted work
	Clause requirements.	activity
		- MSD cases involving
		day(s) away from work
		 Number of MSD-related
		surgeries
		 Annual comparison of
		the incidence and
		severity criteria to
		baseline numbers

ANNUAL EVALUATION:

A self-assessment report that gauges the effectiveness of the MIOSHA partnership will be completed by «General Contractor» every year or at the completion of the project, whichever is first. This assessment will be completed using the MIOSHA Partnership Annual Evaluation Report format.

VERIFICATION:

In preparation for the safety steering committee meetings <controlling contractor> will complete and discuss the monthly partnership reports. This report will be distributed by <controlling contractor> to all steering committee members and will be discussed at the meeting.

Verification of health and safety progress is a multi-step process, which may include but not limited to:

- Data collection and analyses.
- Project reports.
- MIOSHA compliance inspection(s).
- MIOSHA CET site surveys.

Prior to final completion of the project/partnership, the lead will facilitate a discussion with the steering committee on lessons learned and ways to improve the partnership program. Results will be shared with MIOSHA management for potential future implementation.

ADVANTAGES:

Advantages will include focused inspections for construction partnerships. The focused inspection should result in shorter inspections. For MIOSHA, this partnership will demonstrate proactive measures in providing safety and health workplace strategies.

Free on-site services from MIOSHA CET consultants for signatory partners. Signatory partners will be offered priority consideration for CET Services. CET will also aid in the development and improvement during a SHMS review. CET consultants can assist with on-site workshops, seminars and other speaking events.

Finally, all parties should benefit from positive collaborative information relative to the partnership and whenever health and safety problems are identified and resolved.

DISCLOSURE:

All parties agree to inform the MIOSHA lead of any of the following recordable injuries: loss of one or both eyes, amputation, or a single employee admitted to hospital. This is in addition to normal MIOSHA recordkeeping and notification requirements.

Recordables and near-misses will be discussed during the steering meeting or as the contractor sees fit.

INITIATION AND TERMINATION OF AGREEMENT:

The partnership agreement is effective on the date of signing and will be in effect for the duration of the project (or three (3) year maximum). Without regard to project duration, any of the parties can terminate the agreement within thirty days after notification of the parties of a change in conditions or irreconcilable differences.

SIGNATURES AND ACCEPTANCE OF AGREEMENT:

Accepted

Michigan Occupational Safety and Health Administration (MIOSHA)	
Authorized Signature	
Ву:	

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(MIOSHA Director)

Title:	Director
Date:	
Accepted	
<contractor, td="" ur<=""><td>nion, or Supplier></td></contractor,>	nion, or Supplier>
Authorized Sign	ature
By:	
Title:	
Date:	

<Include additional signature sections as needed>

APPENDIX G LEVEL «Level_TwoThree» PARTNERSHIP AGREEMENT

COMPREHENSIVE PARTNERSHIP AGREEMENT FOR

THE «Project_Name» PROJECT

Agreement is between:

Michigan Occupational Safety and Health Administration (MIOSHA); «General_Contractor»; Partnering Subcontractors; and Partnering Unions.

I. PROJECT DESCRIPTION:

[Insert project description here]

II. IDENTIFICATION OF THE PARTNERS

The partners to this agreement include the Department of Labor and Economic Opportunity (LEO), MIOSHA; «General_Contractor»; labor unions (hereinafter collectively referred to as the "partnering unions" or individually as the "union"); and the subcontractors, including any tier subcontractors (hereinafter collectively referred to as the "partnering employers"). The partners are listed below, and new ones will be added as they become signatory with the project.

Partnering Employers

[Insert Partnering Employers, Subcontractors]

Partnering Unions

[Insert Partnering Unions]

Supporting Partners

[Insert Supporting Partners, i.e., Building owner]

III. COMMITMENT

The leadership of MIOSHA, «General_Contractor», partnering employers and partnering unions through a common vision, is committed to providing all trades people and subcontractors a healthful and safe workplace and to demonstrate leadership, responsibility, and accountability in furthering worker health and safety at all levels.

The practice of diligence, good judgment, and common sense by all project team members including subcontractors helps to create an environment in which the frequency of accidents is substantially reduced. The «General_Contractor» Site-Specific Safety and Health Program has the total commitment of all management levels and receives top priority in its application.

The «General_Contractor» Site-Specific Safety and Health Program has been established principally to govern the activities of all personnel employed in any capacity on the «Project_Name» Project and is dedicated to the goals as stated by the Michigan Occupational Safety and Health (MIOSH Act), Act 154 of 1974, as amended: To provide work and a place of work that is free from recognized hazards.

The «General_Contractor» Site-Specific Safety and Health Program provides an administrative structure within which «General_Contractor» and trade contractors on the project site shall provide for the safety and health of their employees and other individuals affected by their activities and for the protection of property. This program does not relieve subcontractors of any of their traditional or specific legal responsibilities with respect to occupational safety and health or the protection of property. Rather, it provides for coordination among the individual programs of each trade contractor and monitors each trade contractor's conformance to its respective programs. This prompts the initiation of corrective actions when nonconformance is identified and ensures documentation of safety-related programs, meetings, and incidents. The program is aligned with the MIOSHA mission of helping to protect the safety and health of Michigan workers.

IV. GOALS

The active integration of the «General_Contractor» Site-Specific Safety and Health Program along with this partnership with the partnering unions, partnering employers, and MIOSHA will endorse the ultimate goal of ZERO INJURIES. It is paramount that from the design through construction safety policies and procedures support the Quality of Life on this project by ensuring "Everyone goes home the way that they came to work." The injury free vision of a workforce that is supported, motivated and inspired, must start with the construction craft men and women and their organizations who come from the local communities to build this project.

A. Project Primary Safety Goals:

- 1. ZERO INJURIES
- 2. ZERO ACCIDENTS

B. Supporting Goals:

- 1. Safe site conditions through team education, monitoring, and reinforcement.
- 2. Effective coordination and cooperation between trades to enhance and support the safety efforts and performance of each team member individually and the project team as a whole.

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- 3. Increased knowledge of safety rules and requirements through the training sessions offered throughout the duration of the project.
- 4. 100 percent reporting of serious Near Misses
- 5. Promote positive attitudes and actions in team members that will continue to influence their safety knowledge and performance beyond this specific project.

Goal	Strategy	Measure

V. ROLES AND RESPONSIBILITIES

A steering committee will be designated consisting of members from «General_Contractor», partnering unions, partnering employers, and supporting partners. The purpose of the steering committee will be to develop an implementation plan and review data and reports. The partners will meet as appropriate to resolve any issues that arise during the course of this partnership. Once the project is up and running there will be monthly meetings with the steering committee. Every three months the steering committee will meet with MIOSHA to discuss findings, statistics, issues, and review reports.

VI. OBJECTIVE AND LEVERAGING

The partners agree to construct a partnership based on mutual respect and trust that leverages the resources of all the parties through the systematic anticipation, identification, evaluation, and control of health and safety hazards involved with the «Project_Name» Project, thereby continuously being pro-active in an attempt to reduce or eliminate worker injury and illnesses.

VII. SAFETY AND HEALTH PROGRAM

«General_Contractor», the partnering employers, and partnering unions will be committed to the Site-Specific Safety and Health Program that is designed to meet the needs of the ever-changing conditions which are common to the construction industry. Recognizing that engineering techniques alone are not enough to ensure that exposure to hazards is controlled, the program includes coordination, monitoring, and educating the personnel involved in constructing the project. These components will be implemented through the same principles of management control applied throughout all phases of the project.

Key elements of the «General_Contractor» Site-Specific Safety and Health Program for the «Project_Name» Project (this list is not intended to be all encompassing of the Site-Specific Safety and Health Program):

- 1. Adherence to <u>All</u> Safety Policies, procedures, and MIOSHA standards.
- 2. 100% fall protection over six (6) feet, including steel erection and roof work.
- 3. 100% Personal Protective Equipment (PPE) including hard hats, eye protection prescription eye wear with side shields or ANSI Z-87.1 protective safety glasses with built in side shields, and appropriate work footwear.
- **4.** Mandatory attendance to a project safety orientation. This includes project orientation, a project-specific safety presentation or video, or passing a written test at the completion of session.
- **5.** Mandatory pre-work substance abuse testing.
- **6.** Mandatory post-accident substance abuse testing.
- 7. Pre-Task Analysis (PTAs) are to be completed and submitted to «General Contractor» prior to each shift and prior to the beginning of critical work.
- **8.** Contractors shall provide a Competent and/or Qualified Person for work operations as identified by MIOSHA standards and/or «General Contractor».
- 9. «General Contractor» and the partnering employers on this project will uniformly enforce a disciplinary action plan for employees who fail to work in a safe manner. Automatic dismissal from this project shall result from any willful or deliberate violation of safety rules or safety policies and procedures.

A. Subcontractor and Employee Accountability

- 1. Assume direct responsibility of not less than the minimum level of performance set forth in the Site-Specific Project Safety and Health Program, which means full compliance with the MIOSHA Standards, and <u>all</u> applicable federal, state, and local regulations.
- 2. Develop, promote, and maintain a positive safety climate at all times.
- Consider all safety factors during the planning and scheduling of work operations to control potential injury and property damage hazards. (PTA required.)
- **4.** Make their position in the Site-Specific Project Safety and Health Program clear to supervisory personnel, union representatives, and employees by stressing the importance executive management attaches to <u>safety</u> and <u>loss</u> control.
- 5. Provide and enforce the use of all necessary PPE, which includes but is not limited to: hard hats, safety glasses, earplugs, face shields, respirators, safety harnesses, lanyards, fall protection devices and anchorage systems, etc.

- 6. HARD HATS, SAFETY GLASSES, AND APPROPRIATE FOOTWEAR WILL BE WORN AT ALL TIMES This includes management, vendors, visitors, etc.
- 7. Provide properly guarded and maintained tools, machinery, and equipment.
- **8.** Ensure that ground fault circuit interrupters are inserted in all required electrical power circuits.
- **9.** Provide and maintain good housekeeping conditions and adequate fire protection equipment.
- **10.** Provide proper and adequate training for employees regarding the hazards of their jobs and how to work safely.
- 11. Correct unsafe work habits of employees as soon as they are observed.
- **12.** Eliminate unsafe conditions under your control and promptly report (in writing and verbally) those conditions you cannot eliminate to «General Contractor» project Safety Manager.
- **13.** Follow-up on all recommendations submitted by «General Contractor» or MIOSHA.
- **14.** Attend all scheduled safety meetings.
- **15.** Immediately notify «General Contractor» of any incident that causes damage to property and conduct an immediate investigation with a written report to «General Contractor» within a 24-hour period.
- **16.** Report all injuries or accidents to «General Contractor» Safety Manager. (A full report and investigation of an injury is required and must be submitted to «General Contractor» within a 24 -hour period.)
- 17. Report all serious near misses to «General Contractor» which could have potentially caused property damage or personal bodily injury. A full report and investigation are required.
- **18.** Ensure employees who receive off-site medical attention obtain a post-accident drug screening per the Site-Specific Safety and Health Program.
- **19.** Ensure employees who receive medical attention obtain a medical work release from the attending physician and present it to «General Contractor» before they return to work.
- **20.** Furnish all reasonable information concerning the safety of their operations as may be required by «General Contractor» and MIOSHA.
- **21.** Provide and properly maintain warning signs and lights, barricades, railings and other safeguards for protection of employees and others on, about, or adjacent to the work, as required by the conditions and progress of the work and as directed by «General Contractor».
- **22.** Provide copies of all MIOSHA inspection reports to «General Contractor», along with the corrective action taken.
- **23.** Promote total job safety among both your employees, other company employees, and visitors.
- **24.** Promote continued education and training for your employees.

25. Conduct executive management audits of your employees and file those findings with the «General Contractor» safety manager.

C. Pre-Task Planning

One of the most effective methods and tools available to help supervisors protect the health and safety of their employees is a **Pre-Task Analysis**, or **PTA**. A PTA involves identifying the basic tasks of a job; determining any existing or potential hazards associated with each of the tasks; and then developing recommendations for eliminating or controlling each of those hazards. A PTA will be required each shift, before any major elements of work are performed, coordinating the efforts of subcontractors, trades people and other project personnel to ensure the common safety of all involved.

VIII. DATA COLLECTION, MANAGEMENT, AND MEASUREMENT

«General Contractor» will establish a partnering employer Safety Performance Measurement Database. The database will track each partnering employer's actual recordable injury and illness performance on all «General Contractor» projects. The information collected will be used by «General Contractor» to evaluate the partnering employer's safety performance with established project safety goals.

Safety Review Meetings will be held with partnering employer's executive management for, but not limited to, the following:

- **A.** One (1) lost time injury.
- **B.** Two (2) or more recordable injuries or near misses.
- **C.** Property damage in excess of \$10,000.
- **D.** Failure to meet the requirements of the «General Contractor» Site-Specific Safety and Health Program.
- **E.** Repeated written employee disciplinary notices for safety violations.
- **F.** Data Collection:
 - 1. Baseline data will be collected that corresponds directly to all line items on the MIOSHA 300 Log for this project. Project safety data including injury/illness logs and other project measurements will be provided to MIOSHA in the form of a monthly report to be submitted by the 15th day of the following month.
 - 2. Near-miss data will be collected throughout the project. Full investigation with a written report will be required for all serious near-misses. Near-miss data and the corrective action taken will be incorporated in the monthly and annual reports to MIOSHA.
 - 3. All Days Away, Restricted or Transferred recordable injuries and illnesses will be reported to MIOSHA within 24 hours. A written report of the incident will be sent to MIOSHA within three (3) days of the incident.

IX. EMPLOYEE INVOLVEMENT, SAFETY AWARENESS, MONITORING AND POSTING

Employees bring valuable skills and perspectives to the development stage of a partnership and participation is essential. Employee and organization involvement (e.g., union, employee safety and health committee) in the day-to-day implementation of worksite safety and health management systems and other comprehensive partnership activities is required.

All affected unions must be supportive of this comprehensive partnership to move forward. Labor organizations must be signatories to the partnership agreement or, alternatively, must indicate in writing their willingness for the partnership to precede but waive their opportunity to be a signatory.

Partnering employers must commit to incorporating high levels of employee involvement, both management and field staff, in their safety and health management system if such an element does not already exist.

A. Employee Responsibilities

- 1. Each employee is responsible for learning and abiding by those rules and regulations, which are applicable to the assigned tasks and for reporting observed hazards and near misses to his/her immediate supervisor. If the hazards are not corrected, the affected employee shall report the conditions to the «General Contractor» Safety Manager.
- 2. NO EMPLOYEE SHALL BE REQUIRED OR KNOWINGLY PERMITTED TO WORK IN AN UNSAFE ENVIRONMENT. UNSAFE CONDITIONS WILL BE CORRECTED AND EMPLOYEES WILL BE ALLOWED TO WORK ONLY AFTER PROPER PRECAUTIONS HAVE BEEN TAKEN FOR THEIR PROTECTION. A PTA MUST BE COMPLETED TO PERFORM TASKS IN HAZARDOUS AREAS.

B. Safety Meetings, Audits, and Training

- 1. The unions agree to participate and co-sponsor project-specific safety training events on a frequency of not less than a quarterly basis for the duration of this project.
- **2.** Daily safety audits by «General Contractor» safety team.
- **3.** Periodic site safety audits by «General Contractor». A written summary of the audit will be provided. Partnering employers must abate hazards upon notification of results of the audit.
- **4.** All employers will conduct a weekly safety audit and checklist and submit to «General Contractor».

- 5. The MIOSHA Consultation Education and Training (CET) Division jobsite survey will include a walk-around at the project site and will provide a written summary as a result of the survey. CET will also review the most recent «General Contractor» audit and the corrective actions taken.
- 6. Project statistics will be monitored, analyzed, trended, and presented on a monthly basis with specific recommended courses of actions if necessary. This does not preclude daily corrective actions from being directed.
- 7. Toolbox Talks will be held with all employees on a weekly basis.
- **8.** A weekly safety meeting will be held with trade supervisors and union stewards/committee members to discuss relevant safety issues and concerns. Meeting minutes will be generated and distributed to all subcontractors on the project.
- **9.** Safety issues will be discussed at the weekly progress meeting with all subcontractors.
- **10.** Based on the results of site audits, «General Contractor» will conduct periodic safety and health training for partnering employers' supervisor(s) and employee(s).
- 11. MIOSHA CET may be contacted for possible assistance in training. Partnering employer participation is required to garner the benefit of the MIOSHA CET resource.
- 12. MIOSHA CET may conduct a job site survey as frequently as desired during the course of the project. Frequency will be determined upon benefit to the project workforce. The surveys will be conducted during times when peak activity is taking place on the project, if possible.

C. Safety Awareness, Monitoring and Posting

- 1. A project safety orientation is required for all craft workers on the job which includes a project site orientation, project-specific safety video, testing at the completion of the session, and signed worker acknowledgement.
- **2.** A graduated scale for safety awareness for new workers will be implemented at the project for a minimum of one week.
- **3.** Safety pamphlets, signs, banners, vests and hard hat stickers promoting a safe work site shall be provided by «General Contractor».
- **4.** A disciplinary action policy will be strictly enforced as part of the «General Contractor» Site-Specific Safety and Health Program.
- **5.** Jobsite statistics are to be posted and distributed to all parties involved.
- **6.** A project safety board will be located at the entrance to the jobsite or other high foot traffic area.
- **7.** Safety suggestion boxes will be provided to allow for employee anonymity suggesting increased safety awareness and positive change.

X. STAKEHOLDER INVOLVEMENT

MIOSHA, «General Contractor», partnering unions, and the partnering employers of the «Project_Name» Project, have developed this agreement to promote a safe workplace. Involvement, input, and participation by all partners' and stakeholders will be key to the success of this partnership.

The Supporting Partners' involvement will be limited to their endorsement of and approval for this partnership to proceed.

XI. MIOSHA INSPECTIONS

This partnership does not preclude employees and/or employers from exercising any right provided under the MIOSH Act, nor does it abrogate any responsibility to comply with the Act. MIOSHA inspections to investigate employee complaints, referrals, serious injuries or fatalities, and national or state emphasis programs are also not precluded by this agreement. All partnering employers remain subject to MIOSHA inspections and investigations in accordance with established agency policy and procedures.

- **A.** MIOSHA will conduct not more than one (1) programmed compliance inspection annually during the course of the project.
- **B.** MIOSHA programmed compliance inspections will focus on serious hazard issues including the following:
 - **1.** Fall hazards
 - **2.** Electrical hazards
 - **3.** Caught between/crushed by hazards
 - **4.** Struck by hazards
 - **5.** Lifting and rigging hazards
 - **6.** Confined space hazards
 - **7.** Noise hazards
 - **8.** Air contaminant hazards
- C. The focus areas listed in B.1. through B.8. above would be addressed through review of applicable standards, rather than separately created protocols.
- **D.** MIOSHA would agree to not issue citations for violative conditions determined to be of an "other than serious" nature at the time of the inspection, if abated by the closing conference of the inspection.
- **E.** Complaints and referrals will be handled in accordance with established MIOSHA procedures.

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F. MIOSHA's discretion to investigate employee complaints, serious injuries or fatalities, and national or state emphasis programs is not precluded by the agreement.

The partnering employers of this agreement agree to facilitate the inspection process by providing MIOSHA staff access to the worksite injury and illness reports related to the focus areas listed in section XI. B. above. The MIOSHA SO/IH will review the recordkeeping information, conduct a walk-through inspection, and interview workers in accordance with MIOSHA inspection policy and procedures.

XII. VERIFICATION

- **A.** Verification of health and safety progress is a multi-step process, which may include but not limited to:
 - **1.** Data collection and analyses.
 - 2. Monthly and annual project reports provided to MIOSHA.
 - **3.** MIOSHA compliance inspection(s).
 - **4.** MIOSHA CET site surveys.
- **B.** All partnering employers remain subject to MIOSHA inspections and investigations in accordance with established agency procedures.
- C. All partners' employees and/or employee representatives will be involved in verification inspections as required. At a minimum, the inspection procedures outlined above (Section XI.) must afford employees all statutory rights pertaining to participation in inspections.
- **D.** Partners may use internal resources or private consultants to conduct worksite assessments. However, this does not take the place of MIOSHA focused compliance inspections.

XIII. ADVANTAGES

Advantages will include focused inspections for construction partnerships. The focused inspection should result in shorter inspections. For MIOSHA, this partnership will demonstrate proactive measures in providing safety and health workplace strategies. Furthermore, MIOSHA should also benefit from leading edge technologies, health and safety research, and the identification of emerging issues generated at the "Project_Name" Project. The "Project_Name" Project can also be used as a pilot for MIOSHA to spread this concept to other construction companies. Finally, all parties should benefit from positive collaborative information relative to the partnership and whenever health and safety problems are identified and resolved.

XIV. LEVEL 3 ACTIVITY

«General Contractor» will be using this partnership to (Insert Level 3 activity).

XV. KNOWLEDGE AND TECHNOLOGY TRANSFER

Upon request of MIOSHA, representatives of «General Contractor» may participate in discussing the aspects of the comprehensive partnership with committees and at conferences on general safety and health topics and on specific safety procedures that were used to further health and safety on the «Project_Name» Project. This agreement will continue these actions and expands others such as alerts on new health and safety issues that may occur during the construction process. «General Contractor», partnering unions and partnering employers may also be asked to review and or pilot applicable proposed MIOSHA safety and health standards/guidelines and provide an evaluation to other stakeholders which, among other things, assesses the cost benefit of utilizing the proposed MIOSHA standards/guidelines.

XVI. EVALUATION REPORT

A self-assessment report that gauges the effectiveness of the MIOSHA partnership will be completed by «General Contractor» every year or at the completion of the project, whichever is first. This assessment will be completed using the MIOSHA Partnership Evaluation Report format.

XVII. INITIATION AND TERMINATION OF AGREEMENT

The partnership agreement is effective on the date of signing and will be in effect for the duration of the project (or three (3) year maximum). At least six (6) months prior to the termination of the agreement, the parties will meet to confer and to evaluate the partnership successes and deficiencies (and possible extension). Without regard to project duration, any of the parties can terminate the agreement within 30 days after notification of the parties of a change in conditions or irreconcilable differences.

XVIII. ACCEPTANCE OF AGREEMENT

The provisions and acceptance of this agreement identified herein shall not modify any legal or contractual rights and remedies. Additionally, collective bargaining, union agreements, and jurisdiction shall not be modified by this partnership. All affected unions must be supportive of this comprehensive partnership to move forward. Labor organizations must be signatories to the partnership agreement or, alternatively, must indicate in writing their willingness for the partnership to proceed but waive their opportunity to be a signatory.

Acceptance of the terms of this agreement may be accomplished by executing this Agreement.

No modification of the terms of this Agreement shall be valid unless MIOSHA and «General Contractor» agree to such modifications in writing.

MIOSHA-ADM-04-1R5

February 5, 2021

Partnerships for Worker Safety and Health

Accepted

Michigan Occu	pational Safety and Health Administration (MIOSHA)
Authorized Sig	nature
By:	Barton G. Pickelman, CIH
Title:	MIOSHA Director
Date:	
Ву:	Division Director Name
Title:	Division Director
Date:	
Accepted	
«General_Cor	ntractor»
Authorized Sign	nature
By:	
Title:	
Date:	
<u>Accepted</u>	
Authorized Sign	nature
By:	
Title:	
Date:	

Accepted

Authorized Signa	ature
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By:	
Title:	
Date:	

APPENDIX H

PERFORMANCE MEASURES

To effectively measure progress, performance measures derived from program goals and objectives must be established. This process is a critical success factor for meeting stated objectives. Establishing well-defined performance measures enables the assessment of the partnership's success at achieving the desired improvements to the workplace safety and health management system at participating sites. In addition, good measures form the basis for an objective and systematic analysis of the results, impact, or effects of the partnership. Several steps are involved in establishing performance measures, including selecting meaningful performance measures, establishing baseline data, and collecting data to measure progress. Each of these steps is discussed in this section.

SELECTING PERFORMANCE MEASURES

Preferably in the initial agreement or at a minimum at the outset of the partnership, the partners must identify the specific measures or indicators that will be tracked to assess progress toward achieving the partnership goals. Participants in a partnership should analyze their agreement's goals and determine the most useful performance measures to track progress. The selected measures should be reasonable and not overly burdensome so that participants have the logistical and administrative capacity to track the data. To develop the most effective performance measures, feedback from all participants should be obtained prior to making decisions. The views and opinions of the individuals directly responsible for collecting data and tracking the measures may serve as an invaluable technical resource for developing the most suitable partnership strategies.

Attributes of Good Performance Measures

Good performance measures for a partnership should be balanced to address all of the key goals of the agreement. Partnership performance measures should be meaningful and focused to include useful and relevant metrics. Measurements that are data-rich but lack insight have very limited value for developing prudent solutions. The measures should provide substantive information concerning the status of the specific strategic focus of the partnership. Other attributes of good performance measures include:

- Measurements should be <u>valid</u> and <u>reliable</u>. Validity speaks to the accuracy of a
 measurement. Reliability means the data can be replicated. For example, if the number of
 employee injuries is being tracked, a valid result is a number that is accurate within a
 narrow range. A reliable result is one that can be repeated if the measurement is
 recalculated.
- Measures should be flexible, considering a variety of sources and means.
- Measures should be practical, that is, time-and cost-effective to obtain.

Types of Performance Measures

Performance measures are quantitative and qualitative data used to evaluate a partnership's effectiveness. A mandatory quantitative measure for all partnerships is the workplace injury and illness rates. The MIOSHA Partnership Annual Evaluation Report found in Appendix A contains the minimum data that must be tracked and reported. Development of performance measures linked to these quantitative evaluation criteria is recommended. Below is a non-exhaustive list of some other quantitative and qualitative performance measures that may be useful to assess programs of a partnership agreement:

- Number of job safety analyses conducted.
- Exposure assessment data.
- Number of employee complaints.
- Breadth of training delivered.
- Level of employee knowledge before, immediately after, and 6 months after training.
- Number of worksite audits.
- Number of hazards identified and abated.
- Number of root cause analyses conducted.
- Improved employee productivity.
- Increased employee involvement.
- Number of safe actions demonstrated in the workplace.
- Enhanced communication between management and employees.
- Number of best practices developed.
- Number of safety and health initiatives.
- Number of SHMSs developed and fully implemented.

ESTABLISHING A BASELINE

Once performance measures have been selected, baseline data must be established. To effectively measure progress and improvement, baseline data is established at the beginning of a process for comparison with new data. If historical data is available, it can be used as the baseline. The baseline is usually derived from the most recent one-year period, or a shorter time frame, if available. If no data is available, industry averages can be used. Otherwise, data will need to be collected to establish the initial baseline information. For example, if a partnership goal is to reduce the number of employees exposed to silica, useful baseline information would include the average number of documented workplace exposures for a specified period of time, or on exposure rates for the industry. The baseline data will serve as a starting point from which partnership results will be gauged.

COLLECTION OF DATA

Data must be collected and then analyzed for each performance measure to determine if and how well goals are being met. Data collection should be based on pre-determined definitions. These definitions need to be universally understood by all partnership participants. Data collected

within a common framework of understanding can be easily compared and analyzed, allowing subsequent evaluations to be consistent.

Performance Measures Worksheet

Goal	Strategy	Measures
Example: Identify and communicate an effective process to develop and implement successful ergonomics programs and guidelines.	Develop a written process to address ergonomic hazards in the workplace.	 Number of sites where ergonomic process has been effectively implemented. Number of training courses/people trained in process Awareness survey of workers
Example: Reduce incidence and severity of MSDs at participating facilities	Develop an ergonomic protocol to assist in assessing compliance with General Duty Clause requirements.	 Baseline of MSD cases MSD cases involving day(s) of restricted work activity MSD cases involving day(s) away from work Number of MSD-related surgeries Annual comparison of the incidence and severity criteria to baseline numbers

APPENDIX I MIOSHA PARTNERSHIP COMPLETION SURVEY

MIOSHA Partnership Name:

Select your job title: Owner/Project Manager/Superintendent/Supervisor/Foreman/Health and Safety/Employee Representative (Union)/Employee/Tradesperson/Vendor/Other

Compared to other projects you have worked on; how would you rate the safety climate for this partnership project site? Excellent/Better than Average/Average/Below Average/Poor Comments:

Did this partnership generate more collaboration between the contractors and workers with regards to health and safety? Yes or No Comments:

Please rate the amount of time spent with MIOSHA staff during this partnership project. This includes steering committee meetings, training sessions, walk-arounds, etc.: Too much/Just Right/No Opinion/Neutral/Not Enough

The MIOSHA staff involved with this partnership were...: Excellent/Good/Average/Below Average/Poor/I never saw a MIOSHA representative. Comments:

Were there any negative issues that you experienced specifically related to your participation in this partnership?

Comment:

Do you feel that this MIOSHA partnership was successful? If so, what made it a success? If no, what made it a failure?

Comment:

Based on your experience with this MIOSHA partnership project, would you participate in another MIOSHA Partnership? Very Interested/Somewhat Interested/Maybe/Probably Not/Not Interested

What recommendations do you have to help improve future MIOSHA partnerships?

Please add any additional comments or suggestions regarding the MIOSHA partnership program?

APPENDIX J

SAMPLE CLOSE LETTER

Date			
Mr./Ms.			
Company			
Address			
Address			

Dear Mr. /Ms.:

On behalf of Michigan Occupational Safety and Health (MIOSHA), I would like to express our appreciation for partnering with us on the (Insert Partnership Project Name.)

The (company name) and the other partnering (companies/contractors) on this project demonstrated their commitment and hard work in creating and maintaining a safe and healthy workplace for their employees. This Partnership beginning on (Date) logged over (xxxxx) man hours with (#) lost time injuries and (#) MIOSHA recordable injuries! This is truly a success story in which we share a sense of pride.

Your participation in this partnership has proven your commitment to developing and implementing an effective Safety and Health Management System to achieve better results for worker health and safety. This further demonstrates that, through design and implementation, a strong safety culture adopted by both employees and management can support the "Quality of Life" for a project by ensuring that health and safety can be an effective tool for a sound business sense. The vision of an injury-free workplace was supported, motivated, and inspired by the tradespeople and their representation on this project. We hope that the safety and health culture demonstrated by your company would continue to protect workers beyond the partnership which ended on (Date).

I wanted to especially thank you for your work and dedication in making this partnership so successful. Your personal support and interest in the safety and health of your employees is recognized and appreciated. I am looking forward to working with you on future projects.

Sincerely,

(Signature) Barton G. Pickelman, CIH Director, MIOSHA

APPENDIX K

SAMPLE TERMINATION LETTER

(Date)
(Mr./Ms. Name)
(Title)
(Organization Name)
(Address) (City), Michigan (Zip)
(City), whenigan (Zip)
Re: <u>Letter of Partnership Termination</u>
This Partnership has been terminated due to the failure of the Partnering contractor to fulfill the
responsibilities outlined in the contract developed and executed by both parties. The termination
was based on {} and the lack of adherence to the Partnership and/or MIOSHA regulations.
Turnorship und/of WifeStiff Togalations.
We hope that you will continue your effort to provide training and education activities and/or
activities that promote dialogue within Michigan on workplace safety and health. If we can be of
further assistance, please contact our office at (517) 284-7680.
Sincerely,
XXX
Division Director
XX/xxx

APPENDIX L SAMPLE MONTHLY REPORT

Company Name

Project Name

Month/Year



MONTHLY REPORT

Incident Types	Number of Cases		Project Goal	Rates/Data		
	Current Month	Year to Date	Project to Date		Year to Date	Project to Date
OSHA Recordable Incidents				0		
DART Incidents				0		
Lost Work/Restricted Case				0		
Lost Time Case				0		
Lost Time Incidents				0		
Near Misses				0		

OSHA Recordable Incidents by Category:		Year to Date	Project to Date
Fall (e.g., floors, scaffold platforms, roofs, ladders, holes)			
Struck By (e.g., falling objects, vehicles, projectiles)			
Caught in/Between (e.g., cave-ins, unguarded machinery, equipment)			
Electrical (e.g., overhead power lines, power tools/cords, outlets, wiring)			
Other (e.g., cuts, burns, sprains, and other items not covered above)			

Employment Information:		
Average Daily Number of Employees (Full Time Employees)		
Total Hours Worked by Employees		

Project Safety Activities:			
Safety Orientations Completed			
Toolbox Talks, Pre-task Plans, etc.			
Inspections			
Disciplinary Action Taken			

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Partnerships for Worker Safety and Health

Medical, Fire, or Other Emergencies		
Wiedical, The, of Other Emergencies		

Training & Safety Events:

Safety Innovations/Best Practices:

Project Progress:

Unique Goals to be inserted per partnership agreement Insert Table of Goals and Progress/ Metrics

Signatory Contractors – How much work completed at Partnership site	Percent complete with work (Estimate)
Contractor #1	
Contractor #2	
Contractor #3, etc.	

At the 75% mark, the contractors are to be provided the MIOSHA Partnership Survey.

Incident Details:

How was the incident corrected?

Please insert 1 or 2 photographs

Date/Time/Location of the Next Quarterly Meeting? Date the Annual Evaluation is due: Date the Monthly Report is due: